

## **APPENDIX B (STATEMENT OF WORK)**

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## **1.0 SCOPE OF WORK**

### **1.1 Elderly Nutrition Program Overview**

1.1.1 County of Los Angeles Community and Senior Services ("County") has established the Elderly Nutrition Program ("ENP" or "Program") to provide meals and other supportive services ("Services") within the geographic boundaries of Los Angeles County, excluding the City of Los Angeles to which an Individual may be eligible. The purposes of ENP are to reduce hunger and food insecurity, to promote socialization and the health and well-being of the eligible individuals by assisting such individuals, and to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior. These services are provided through two (2) primary Programs:

1.1.1.1 Title III C-1 Program Services ("Congregate Meal Services")

1.1.1.2 Title III C-2 Program Services ("Home-Delivered Meal Services")

1.1.2 The goals of ENP are to maintain or improve the physical, psychological and social well-being of Older Individuals by providing appropriate nutrition services to these Individuals. These goals shall be fulfilled in part by Subrecipient's efforts to:

1.1.2.1 Provide Services to Older Individuals in greatest economic or social need, with particular attention to low-income, minority individuals.

1.1.2.2 Serve meals that provide one-third (1/3) of the Recommended Dietary Allowances (RDAs) and are safe and of good quality.

1.1.2.3 Promote and maintain high food safety and sanitation standards.

1.1.2.4 Promote good health behaviors through nutrition education and nutrition screening of Clients.

1.1.2.5 Promote or maintain coordination with other nutrition-related supportive services for Older Individuals.

1.1.2.6 Promote the use of locally grown foods in meal programs and identifies potential partnerships and

contracts with local producers and providers of locally grown foods.

## **1.2 ENP Statutes and Guidelines**

- 1.2.1 Subrecipient shall provide ENP Services in accordance with the following Program statutes and guidelines: Older Americans Act reauthorized (OAA)(Title 42 United States Code Sections 3001-3058); Title 45 Code of Federal Regulations Parts 1321.1 – 1321.83; Title 22 California Code of Regulations Section 7000 et seq.; Older Californians Act (OCA); California Department of Aging (CDA) Program Memoranda; County Program Memoranda/Directives; and, Services approved by County as reflected in Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program) of Appendix A (Sample Subaward).

## **1.3 Client Eligibility Criteria**

- 1.3.1 The United States Department of Health and Human Services Administration on Aging (AoA) determines the criteria for Clients to be eligible to receive ENP Services. The criteria are based on the current guidelines of the Older Americans Act of 1965, as reauthorized in April 2016. These guidelines may be enhanced based on Federal, State, and County regulations and policies. Unless otherwise expressly indicated in Appendix A (Sample Subaward) or by Federal, State, or local law, Subrecipient shall only provide ENP Services to eligible individuals (i.e., Clients).

### **1.3.2 Eligibility for Congregate Meal Services**

- 1.3.2.1 Individuals are eligible to become Clients and receive Congregate Meal Services at a Congregate Meal site, a location where meals are served, when they meet at least one (1) of the following criteria:
- 1.3.2.1.1 An Older Individual (age sixty (60) or older).
  - 1.3.2.1.2 The spouse of any Older Individual who accompanies the Older Individual (who participates in the Program) to the Congregate Meal site.
  - 1.3.2.1.3 A person with a disability, under age sixty (60), who resides in a housing facility at which Congregate Meal Services are

provided, and which is occupied primarily by Older Individuals.

- 1.3.2.1.4 A disabled individual who resides at home with and accompanies an Older Individual (who participates in the Program) to the Congregate Meal site. Disability is a condition attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

- 1.3.2.1.4.1 Self-care

- 1.3.2.1.4.2 Receptive and expressive language

- 1.3.2.1.4.3 Learning

- 1.3.2.1.4.4 Mobility

- 1.3.2.1.4.5 Self-direction

- 1.3.2.1.4.6 Capacity for independent living

- 1.3.2.1.4.7 Economic self-sufficiency

- 1.3.2.1.4.8 Cognitive functioning

- 1.3.2.1.4.9 Emotional adjustment

### 1.3.3 **Eligibility for Home-Delivered Meal Services**

- 1.3.3.1 Individuals are eligible to become Clients and receive Home-Delivered Meal Services when they meet at least one (1) of the following criteria:

- 1.3.3.1.1 An Older Individual (age sixty (60) or older) who is frail and homebound by reason of illness, disability, or isolation. Priority shall be given to Older Individuals described herein. Frail, as defined in Title 22 California Code of Regulations Section 7119, is an Older Individual who is determined to be functionally impaired because the Older Individual either:

- 1.3.3.1.1.1 Is unable to perform at least two (2) Activities of

Daily Living (ADL), including: breathing, bathing, toileting, dressing, feeding, transferring and mobility and associated tasks, without substantial human assistance, including supervision, verbal reminding, or physical cueing; or

1.3.3.1.1.2 Due to a cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious health or safety hazard to the Individual or to others.

1.3.3.1.2 The spouse of any Older Individual described in this Subsection 1.4.3.1, regardless of the spouse's age or condition, if an assessment by Subrecipient concludes that it is in the best interest of the frail/homebound Older Individual.

1.3.3.1.3 An individual with a disability who resides in the home of any Older Individual as described in this Subsection 1.4.3.1, if an Initial Assessment (defined in Subsection 10.4.1.1 (Home-Delivered Meal Initial Assessment Requirements of Potential Client)) by Subrecipient concludes that it is in the best interest of the homebound Older Individual.

#### **1.3.4 Eligibility for Volunteer Meals**

1.3.4.1 A Volunteer is a person who participates in providing ENP Services without pay. Subrecipient shall develop a written policy for providing and accounting for Volunteer meals served for Volunteers under age sixty (60). Volunteers are eligible to receive an ENP meal under the following criteria:

1.3.4.1.1 A Volunteer who is sixty (60) years of age and older meets the age eligibility criteria to be registered to receive meals from a Congregate Meal site.

1.3.4.1.2 A Volunteer who is under sixty (60) years of age may be offered a meal if doing so will not deprive an Older Individual of a meal.

### **1.3.5 Eligibility for Telephone Reassurance Services**

1.3.5.1 Individuals are eligible to become Clients and receive Telephone Reassurance Services when they meet the following criteria:

1.3.5.1.1 An Older Individual (age sixty (60) or older); and

1.3.5.1.2 Must be either:

1.3.5.1.2.1 A Home-Delivered Meal Client (age sixty (60) or older).

1.3.5.1.2.2 An individual (age sixty (60) or older) who is on the Home-Delivered Meal waiting list as recorded in the Management Information System (refer to Subparagraph 9.18.4 (Information Technology Systems – Management Information System) of Appendix A (Sample Subaward)).

1.3.5.2 Telephone Reassurance Services shall only be provided to Home-Delivered Meal Clients who meet the age eligibility requirement of sixty (60) years of age or older.

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

2.2 Prior to modifying or terminating a Congregate Meal site, Home-Delivered Meal route, Services, or revising hours of Service delivery at a previously designated location(s), and before commencing such Services at any other



location, Subrecipient shall obtain written consent from County, and shall comply with Subparagraph 8.1 (Amendments) of Appendix A (Sample Subaward) as applicable.

- 2.3 Subrecipient shall inform County in writing and receive written County approval at least sixty (60) days prior to relocation of Subrecipient's office or site location(s).
- 2.4 Subrecipient must obtain the approval in writing by County prior to opening a new Congregate Meal site or closing any existing Congregate Meal site. Any new Congregate Meal site must be inspected by the Dietary Administrative Support Services (DASS) Program subrecipient and a health permit must be obtained before approval is granted by County at County's sole discretion.
- 2.5 Subrecipient must obtain the approval in writing by County prior to opening a new Home-Delivered Meal route or terminating any existing Home-Delivered Meal route.
- 2.6 Subrecipient shall include the identity of each designated community focal point as specified in OAA Section 102 (a)(21) (Title 42 United States Code Section 3026(a)(3)(A)). Subrecipient shall utilize Exhibit F (Subrecipient's Administration) of Appendix A (Sample Subaward) to identify or update the designated focal point site locations, as needed.
- 2.7 Specific tasks and Work hours shall not be modified or terminated throughout the entire Subaward term. Should an emergency arise, Subrecipient's request for Service or Work hour modifications will be reviewed by County on a case-by-case basis.

### **3.0 QUALITY CONTROL**

- 3.1 Subrecipient shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of Appendix A (Sample Subaward). The Quality Control Plan shall be submitted to County's Compliance Manager for review every six (6) months or more frequently as imposed by County. The plan shall include, but may not be limited to the following:
  - 3.1.1 Method of monitoring to ensure that Subaward requirements are being met.
  - 3.1.2 A record of all inspections conducted by Subrecipient, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

## **4.0 QUALITY ASSURANCE PLAN**

4.1 County will evaluate Subrecipient's performance under Appendix A (Sample Subaward) using the quality assurance procedures as defined in Subparagraph 8.15 (County's Quality Assurance Plan) of Appendix A (Sample Subaward).

### **4.2 Meetings**

4.2.1 Subrecipient shall attend all meetings called by County, or authorized designee. Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled meetings with County. Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary.

4.2.2 Subrecipient shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via WebEx. Penalties will apply for Subrecipient's failure to attend either face-to-face or WebEx meetings pursuant to Attachment G (Performance Requirements Summary Chart).

4.2.3 Subrecipient staff shall regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County. Subrecipient may also choose to attend meetings outside of Los Angeles County at Subrecipient's own expense that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

### **4.3 Subaward Discrepancy Report**

4.3.1 Verbal notification of a Subaward discrepancy will be made to County's Compliance Manager as soon as possible whenever a Subaward discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Subrecipient.

4.3.2 County's Compliance Manager will determine whether a formal Subaward Discrepancy Report shall be issued. Upon receipt of this document, Subrecipient is required to respond in writing to County's Compliance Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Subaward Discrepancy Report shall be submitted to County's Compliance Manager within five (5) business days.

### **4.4 County Observations**

- 4.4.1 In addition to County's contracting staff, other County personnel, State representatives and Federal representatives may observe the performance/activities and review documents relevant to this Subaward at any time during normal business hours. However, these personnel may not unreasonably interfere with Subrecipient's performance.

#### **4.5 County's Needs Assessment**

- 4.5.1 County shall conduct a needs assessment of underserved communities within six (6) months after the commencement of Appendix A (Sample Subaward) to determine whether the needs of Clients are being met.

### **5.0 DEFINITIONS**

- 5.1 For a listing of Definitions for this Program, refer to Exhibit P (Definitions) of Appendix A (Sample Subaward).

### **6.0 RESPONSIBILITIES**

#### **6.1 County's Personnel**

- 6.1.1 County will administer this Subaward according to Paragraph 6.0 (Administration of Subaward – County) of Appendix A (Sample Subaward). Specific duties will include:
  - 6.1.1.1 Monitoring Subrecipient's performance in the daily operation of this Subaward.
  - 6.1.1.2 Providing direction to Subrecipient in areas relating to policy, information and procedural requirements.
  - 6.1.1.3 Preparing Amendments in accordance with Subparagraph 8.1 (Amendments) of Appendix A (Sample Subaward).

#### **6.2 Intentionally Omitted**

#### **6.3 Subrecipient's Personnel**

- 6.3.1 Subrecipient shall assign a sufficient number of qualified employees with the appropriate education, licensure and experience noted below to perform the required Work. These employees must be capable of establishing effective communication with Clients as well as other AAA network providers. The total number of employees shall be based on the method and level of Services provided and the size of the Service area served by Subrecipient.

- 6.3.2 Subrecipient shall operate continuously throughout the entire term of this Subaward with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of County necessary for Subrecipient to provide Services hereunder. Such personnel shall meet all qualifications in Appendix A (Sample Subaward), as well as those provided by County through Amendments, Administrative Directives, Change Notices, Program Memorandums, etc.
- 6.3.3 Subrecipient shall always have a staff member that speaks and understands English and has the authority to act on behalf of Subrecipient in every detail available during business hours.
- 6.3.4 Subrecipient shall be required to conduct a background check on its employees as set forth in Subparagraph 7.5 (Background and Security Investigations) of Appendix A (Sample Subaward). Subrecipient shall also be required to conduct a background check on any paid staff and Volunteer that has direct Client contact and has access to the Client's personal information and/or case file. Subrecipient is not required to conduct a background check on Volunteers who only provide meal service.
- 6.3.5 Subrecipient shall notify County of any significant personnel change and shall fill vacancies for critical positions within thirty (30) days.
- 6.3.6 Subrecipient shall give preference to hiring Older Individuals subject to the qualifications of the position.
- 6.3.7 **Project Manager**
- 6.3.7.1 Subrecipient shall provide a full-time Project Manager or designated alternate. County must have access to Project Manager during all hours, 365 days per year. Subrecipient shall provide a telephone number where Project Manager may be reached on a twenty-four (24) hours per day basis.
- 6.3.7.2 Subrecipient shall immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Subrecipient shall immediately fill the position with a temporary replacement and shall fill the position with a permanent person within thirty (30) days.
- 6.3.7.3 Project Manager or his/her alternate shall have full authority to act for Subrecipient on all matters relating

to the daily operation of Appendix A (Sample Subaward).

6.3.7.4 Project Manager will plan, organize, and direct all administrative and Program activities related to Appendix A (Sample Subaward). Project Manager will define the lines of authority and will develop the roles and parameters of responsibility for Program staff consistent with established County requirements.

6.3.7.5 Project Manager will serve as the coordinator/liaison for all ENP Services, ensuring that any communications related to ENP are conveyed to the appropriate personnel. Project Manager or his/her alternate shall oversee all the daily Subaward activities.

6.3.7.6 **Minimum Required Education, Experience and Qualifications**

6.3.7.6.1 Bachelor's Degree from an accredited university.

6.3.7.6.2 A minimum of five (5) years of experience in food service or a related field.

6.3.7.6.3 Demonstrable problem-solving skills and experience.

6.3.7.6.4 Ability to explain administrative goals, policies, and procedures, and assist staff in adjusting to changes that occur.

6.3.7.6.5 Ability to evaluate the performance of food service and site managers based on established criteria.

6.3.7.6.6 A minimum of five (5) years of experience in the provision of social services to older adults.

6.3.7.6.7 Successful completion of basic training in Hazard Analysis Critical Control Point principles within six (6) months of being hired.

6.3.7.6.8 Current certification as a Food Protection Manager by County of Los Angeles Department of Public Health, or

certification within six (6) months of being hired.

6.3.7.6.9 Participate in customer service in-service training sessions provided by DASS Program subrecipient's registered dietitian.

6.3.7.6.10 Ability to effectively speak, read, and write fluently in English.

### **6.3.8 Food Service Manager**

6.3.8.1 When Subrecipient operates a central kitchen, providing Client meals, Subrecipient shall employ a Food Service Manager who shall oversee the daily food service operations, both managerial and administrative, of the ENP (see Subsection 10.15 (Central Kitchen/Caterer) for additional requirements).

6.3.8.2 Minimum Required Education, Experience and Qualifications

6.3.8.2.1 Current certification as a Food Protection Manager by County of Los Angeles Department of Public Health.

6.3.8.2.2 Successful completion of basic training in Hazard Analysis Critical Control Point principles, and within six (6) months of being hired, meet one (1) of the criteria listed below:

6.3.8.2.2.1 Associate's Degree in institutional food service management or a closely related field such as, but not limited to, restaurant management, plus two (2) years of experience as a food service supervisor.

6.3.8.2.2.2 Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire, successful completion of a minimum of twenty (20)

hours specifically related to food service management, business administration, or personnel management at the college level. Prior to the completion of the required hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian.

6.3.8.2.2.3 Two (2) years of experience managing food services. Such experience shall be verified by Subrecipient and approved by DASS Program subrecipient and County prior to hire.

6.3.8.2.3 Must be able to speak, read, and write fluently in English.

6.3.8.2.4 Bilingual English/Spanish fluency is desirable.

### 6.3.9 **Site Manager**

6.3.9.1 Subrecipient for Congregate Meal Service shall have a Site Manager(s) at each Congregate Meal site to oversee all of the daily activities. The Site Manager shall physically remain at the site during the times that Congregate Meal Services occur.

6.3.9.2 Minimum Required Education, Experience and Qualifications

6.3.9.2.1 Certification as a Food Protection Manager by County of Los Angeles Department of Public Health within six (6) months of being hired.

6.3.9.2.2 Demonstrate ability to treat Clients and Clients' family members with respect and dignity by participating in customer service in-service training sessions

provided by DASS Program subrecipient's registered dietitian

6.3.9.2.3 Must be able to speak, read, and write fluently in English.

6.3.9.2.4 Bilingual English/Spanish fluency is desirable.

#### 6.3.10 **Home-Delivered Meal Coordinator**

6.3.10.1 Subrecipient for Home-Delivered Meal Service shall include a Home-Delivered Meal Coordinator to coordinate and oversee all Home-Delivered Meal routes. Home-Delivered Meal Coordinator must attend all quarterly in-service training sessions provided DASS Program subrecipient's registered dietitian.

6.3.10.2 Subrecipient shall conduct a background check on Home-Delivered Meal Coordinator that has direct Client contact and has access to the Client's personal information and/or case file.

6.3.10.3 Minimum Required Education, Experience and Qualifications

6.3.10.3.1 Certification as a Food Protection Manager by County of Los Angeles Department of Public Health within six (6) months of being hired.

6.3.10.3.2 Demonstrate ability to treat Clients and Clients' family members with respect and dignity by participating in customer service in-service training sessions provided by DASS Program subrecipient's registered dietitian.

6.3.10.3.3 Must be able to speak, read, and write fluently in English.

6.3.10.3.4 Bilingual English/Spanish fluency is desirable.

#### 6.3.11 **Home-Delivered Meal Case Worker**

6.3.11.1 Subrecipient for Home-Delivered Meal Service must include a Home-Delivered Meal Service Case Worker(s).



- 6.3.11.2 Under the direction of Project Manager and or Home-Delivered Meal Coordinator, Home-Delivered Meal Service Case Worker will conduct an in-home evaluation of a Client's needs and identify the Activities of Daily Living, Instrumental Activities of Daily Living, and other limitations that impede independent living. Home-Delivered Meal Service Case Worker shall make recommendations and referrals as appropriate to other service organizations, giving priority to AAA-funded Programs.
- 6.3.11.3 Subrecipient shall conduct a background check on Home-Delivered Meal Case Worker that has direct Client contact and has access to the Client's personal information and/or case file.
- 6.3.11.4 Minimum Required Education, Experience and Qualifications
  - 6.3.11.4.1 Bachelor's Degree in human services, or two (2) years of full-time paid or volunteer experience in homecare or a related field.
  - 6.3.11.4.2 Participate in customer service in-service training sessions provided by DASS Program subrecipient's registered dietitian to effectively communicate with Clients and Clients' family members.
  - 6.3.11.4.3 Demonstrate ability to treat Clients and Clients' family members with respect and dignity by participating in customer service in-service training sessions provided by DASS Program subrecipient's registered dietitian.
  - 6.3.11.4.4 Must be able to speak, read, and write fluently in English.
  - 6.3.11.4.5 Bilingual English/Spanish fluency is desirable.

## **6.3.12 Home-Delivered Meal Driver(s)**

- 6.3.12.1 Home-Delivered Meal Service Driver shall have a current, valid, and appropriate California Driver's License and current, valid vehicle insurance in compliance with Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage) of Appendix A (Sample Subaward).
- 6.3.12.2 Home-Delivered Meal Service Driver shall be properly trained in food handling as described in Subsection 6.6. and shall attend trainings conducted by DASS Program subrecipient as appropriate.
- 6.3.12.3 Demonstrate ability to treat Clients and Clients' family members with respect and dignity by participating in customer service in-service training sessions provided by DASS Program subrecipient's registered dietitian.
- 6.3.12.4 Bilingual English/Spanish fluency is desirable.
- 6.3.12.5 Subrecipient shall conduct a background check on Home-Delivered Meal Service Driver that has direct Client contact and has access to the Client's personal information and/or case file.

### **6.3.13 Other Staff**

- 6.3.13.1 **Senior Community Service Employment Program (SCSEP) Title V Participant**
  - 6.3.13.1.1 Title V Participant is an individual who is eligible for the Title V SCSEP, is given a community service assignment at a SCSEP Host Agency, and is receiving services funded by the program for up to 48 months. CSS SCSEP Title V Participants must be California residents and either United States citizens or legal residents at least fifty five (55) years of age and older, with an income that does not exceed 125% of the federal poverty level. Participation in the program is limited to forty-eight (48) months whether or not consecutively, providing the

participant meets eligibility requirements.

6.3.13.1.1.1 A SCSEP Host Agency is a public agency or private non-profit organization which provides a training work site and supervision for one or more participants while enrolled in SCSEP.

6.3.13.1.1.2 A SCSEP Title V Participant position is an authorized training slot whose unit cost includes administration; participant wages and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given Fiscal Year is based on an equitable distribution ratio determined by the U.S. Census and allocated by the DOL.

6.3.13.1.1.3 Volunteer work should not occur in the SCSEP Host Agency where the participant is assigned. Wage and hour laws would require payment of such labor for an employee (that is, an employer cannot pay an employee for certain hours of work and accept additional hours of work as volunteered), and the SCSEP regulations require that participants be paid for

all community service work. For these reasons, the Participant should be told to volunteer at an organization other than the assigned Host Agency.

- 6.3.13.1.2 Subrecipient shall utilize the services of SCSEP Title V Participants at Congregate Meal sites whenever possible.
- 6.3.13.1.3 SCSEP Title V Participants must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.
- 6.3.13.1.4 Subrecipient shall conduct a background check on any SCSEP Title V Participant that has direct Client contact and has access to the Client's personal information and/or case file. Subrecipient is not required to conduct a background check on SCSEP Title V Participants that only provide meal service.

#### **6.3.13.2 Volunteers**

- 6.3.13.2.1 Subrecipient shall recruit, train, and use Volunteers in any phase of Program operations where qualified. Volunteers must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.
- 6.3.13.2.2 Volunteers shall be the sole responsibility of Subrecipient and shall report to the Project Manager (if applicable) or to another employee of Subrecipient as designated by the Project Manager (if applicable).
- 6.3.13.2.3 If possible, Subrecipient shall work in coordination with organizations that

have experience in providing training, placement, and stipends for Volunteers or Clients in a community service setting (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service (“CNCS”) (see Exhibit P (Definitions)) of Appendix A (Sample Subaward)).

- 6.3.13.2.4 Subrecipient shall conduct a background check on any Volunteer that has direct Client contact and has access to the Client’s personal information and/or case file. Subrecipient is not required to conduct a background check on Volunteers that only provide meal service.

#### **6.3.14 Caterer**

- 6.3.14.1 This position is not applicable for Subrecipient when utilizing a central kitchen as the sole means of Congregate and/or Home-Delivered Meal preparation.
- 6.3.14.2 Caterer must meet the minimum required education, experience and qualifications outlined for the Food Service Manager as stated in Subsection 6.3.8.
- 6.3.14.3 Caterer’s employees that prepare and/or serve food must possess a Food Handler’s Certificate issued by the State of California.
- 6.3.14.4 Catering facility must be inspected and approved by the DASS Program subrecipient for placement on County’s list of Approved Caterers. County must grant final approval of County list of Approved Caterers prior to utilization by Subrecipient.

#### **6.4 Identification Badges**

- 6.4.1 Subrecipient shall ensure that its employees are appropriately identified as set forth in Subparagraph 7.4 (Subrecipient’s Staff Identification) of Appendix A (Sample Subaward).

#### **6.5 Materials and Equipment**

- 6.5.1 Subrecipient shall adhere to the requirements for purchasing, inventorying and disposing of material and equipment obtained under Appendix A (Sample Subaward) as outlined herein and in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) of Appendix A (Sample Subaward).
- 6.5.2 The purchase of all materials/equipment to provide the needed Services is the responsibility of Subrecipient. Subrecipient shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.5.3 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Health and Safety Administration ("OSHA") standards.
- 6.5.4 Subrecipient must obtain County approval in writing prior to the purchase of any equipment or vehicles purchased with Subaward Sums.
- 6.5.5 All non-capital asset equipment shall be assigned to a manager or supervisor at the location of the equipment.
- 6.5.6 Equipment or vehicles purchased with Subaward Sums must be tagged and recorded.
  - 6.5.6.1 Description
  - 6.5.6.2 Serial Number
  - 6.5.6.3 Manufacturer
  - 6.5.6.4 Title Holder
  - 6.5.6.5 Fund Source
  - 6.5.6.6 Acquisition date and unit cost
- 6.5.7 Subrecipient must obtain County approval prior to the disposal of any equipment or vehicles purchased with Subaward Sums.
- 6.5.8 Subrecipient shall contact County regarding the appropriate procedure to follow before disposing of equipment or vehicles purchased with County funds.

## **6.6 Training**

- 6.6.1 Subrecipient shall provide training programs for all new employees and continue in-service training for all existing employees. Training shall include the provision of an orientation to all new staff (which shall include employees and Volunteers).

Subrecipient shall ensure that its staff, including employees and Volunteers, both existing and new, are properly trained in all areas related to providing ENP Services.

- 6.6.2 Subrecipient shall train all staff in their assigned tasks and in the safe handling of equipment.
- 6.6.3 Subrecipient shall implement a yearly written internal staff training plan developed and reviewed by DASS Program subrecipient, and approved by County. The training plan shall be maintained on file by Subrecipient, and shall identify who is to be trained, who will conduct the training, training content, and date scheduled.
- 6.6.4 Subrecipient shall ensure that food service staff (including Congregate and Home-Delivered Meal staff and Volunteers) attend a minimum of four (4) hours of mandatory in-service training annually developed and provided by DASS Program subrecipient's registered dietitian.
- 6.6.5 Training sessions shall be evaluated by those receiving the training.
- 6.6.6 Subrecipient is to maintain written documentation of all training, including: agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets which include both a name and a signature of attendees. Subrecipient shall make training records available for inspection by County and DASS Program subrecipient upon request.
- 6.6.7 Subrecipient's Project Manager shall ensure that all appropriate Subrecipient staff attend all training sessions as required by County, held at a County facility, at another site, or online as determined by County for Subrecipient's benefit. Further, Subrecipient shall ensure that, at a minimum, a Subrecipient's designated, paid employee represents Subrecipient at each training session. Subrecipient may also choose to attend educational training opportunities outside of Los Angeles County at Subrecipient's own expense that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other trainings designated by County.
- 6.6.8 Subrecipient staff shall regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These trainings may be called by County and held at a County facility, at another site, or online as determined by County.
- 6.6.9 Subrecipient shall attend all mandated trainings called by County, or authorized designee. Mandated trainings may be held at a

County facility, at another site, or online. Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with Appendix A (Sample Subaward), and may result in further action pursuant to Subparagraph 9.13 (Probation and Suspension) of Appendix A (Sample Subaward) and any other applicable remedies.

6.6.10 Subrecipient shall complete a sign-in sheet for face-to-face trainings. A roll call will be taken for trainings attended via WebEx.

#### **6.6.11 Security Awareness Training**

6.6.11.1 Subrecipient shall ensure that Subrecipient staff who handle personal, sensitive or confidential information relating to the Program complete the Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov) within thirty (30) days of the start date of Appendix A (Sample Subaward) or within thirty (30) days of the start date of any new employees or Volunteers who work under Appendix A (Sample Subaward).

6.6.11.2 Subrecipient shall maintain certificates of completion of Security Awareness Training on file and provide them upon request by County or State representatives.

### **6.7 Subrecipient's Office**

6.7.1 Subrecipient shall maintain a physical office in Los Angeles County with a telephone in Subrecipient's name where Subrecipient conducts business. The office shall be open for a minimum eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be staffed by at least one (1) employee who can respond to inquiries and complaints which may be received about Subrecipient's performance of Appendix A (Sample Subaward). When the office is closed during non-business hours, an answering service shall be provided to receive calls. **Subrecipient shall answer calls received by the answering service within forty-eight (48) hours of receipt of the call.** Subrecipient shall always have a staff member with the authority to act on behalf of Subrecipient available during business hours.



- 6.7.2 Subrecipient shall publicly display at all Subrecipient office location/sites the days and hours of operation for the provision of contracted Services. Subrecipient shall ensure that availability for Services is appropriate for the demographics associated with the Service area (site or office location).
- 6.7.3 Subrecipient shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.
- 6.7.4 Subrecipient shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including but not limited to, rodents and insects. Subrecipient shall ensure that the services of a certified/licensed pest control company are obtained to fumigate the premises and perform pest control services on a monthly basis. Subrecipient acknowledges a licensed pest control operator is the only person that can use products/or chemicals in the facility that are deemed acceptable for a commercial kitchen/foodservice facility. Subsection shall follow the criteria further described in Subsection 10.11.8.

## **6.8 Multilingual and Multicultural Capabilities of Subrecipient Staff**

- 6.8.1 Subrecipient must provide Services in the primary/native language of the Client or in areas where a significant number of Clients do not speak English as their primary language. Subrecipient shall make efforts to employ staff and recruit Volunteers who are bilingual or who are fluent in the dominant languages of the community. Subrecipient shall not require any Client to provide his/her own interpreter.
- 6.8.2 Subrecipient must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Subrecipient must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.
- 6.8.3 In addition, Subrecipient and its employees, including Volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Subrecipient must also develop effective linkages with various ethnic, health and social service agencies

for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

## **7 HOURS/DAYS OF WORK**

- 7.1 Subrecipient's staff shall be available to all Clients, potential Clients, and referral sources, as well as County representatives on a minimum five (5) days per week basis (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m. (not including County recognized holidays). A list of County recognized holidays is provided in Attachment L (County Recognized Holidays).
- 7.2 Subrecipient's Congregate Meal sites shall only be closed on County recognized holidays. Prior approval must be obtained in writing if there is a deviation from the traditional Monday through Friday lunchtime meal service schedule, days or times. The meal service must be available all weekdays and at minimum three (3) days per week at any one site.
- 7.3 Subrecipient is to provide County advance written notice and request prior approval from County in writing for any site closure or disruption of meal service for any non-County recognized holidays (i.e., vacations, city shut-downs or religious holidays). This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of meal services is not disrupted. Action plan must be approved by County prior to implementation.
- 7.4 Subrecipient must make arrangements for meals to be provided to Clients to cover all days that sites are closed during non-County recognized holidays. Subrecipient shall also ensure that all Home-Delivered Meal Clients receive meals for days that Subrecipient is closed for non-County recognized holidays.
- 7.5 Subrecipient's staff shall provide personal telephone contact with Clients, potential Clients, and County, during Subrecipient's hours of operation. Subrecipient shall also ensure that each office location has a telephone answering machine or voice mail system in place during off-business hours. Subrecipient's staff shall check and respond to all messages in a timely manner **but not to exceed forty-eight (48) hours within receipt of the call.**

## **8 WORK SCHEDULES**

- 8.1 Subrecipient shall submit for review and approval a work schedule for each facility to County's Program Manager within fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.
- 8.2 Subrecipient shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to

County's Program Manager for review and approval within fourteen (14) business days prior to scheduled time for work.

- 8.3 County may request, at its sole discretion, a deviation of regular work schedule to address site/task demands.

## **9 UNSCHEDULED WORK**

- 9.1 County's Program Manager or his/her designee may authorize Subrecipient to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of nature, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, County may request, at its sole discretion, that Subrecipient provide Services beyond regular hours of operation.
- 9.2 Prior to performing any unscheduled work, Subrecipient shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Subrecipient's estimate, County's Program Manager or his/her designee must approve the excess cost. In any case, no unscheduled work shall commence without County's prior written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Subrecipient shall contact County's Program Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Subrecipient shall submit an invoice to County's Contract Manager within five (5) business days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Subrecipient shall proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another subrecipient.

## **10 SPECIFIC WORK REQUIREMENTS**

- 10.1 The specific Work requirements outlined herein establish the standards for the provision of ENP Services.

### **10.2 Reimbursement for ENP Services**

- 10.2.1 In exchange for providing ENP Services in accordance with the requirements outlined herein, County will reimburse Subrecipient

a fixed rate for each Unit of Service (defined in Section 10.0 (Specific Work Requirements)) provided by Subrecipient.

### **10.3 General ENP Meal Requirements**

- 10.3.1 Subrecipient shall provide meals, meeting the criteria further described in this Subsection 10.5, (Congregate Meal Services Requirements), 10.6 through 10.7 (Home-Delivered Meal Services Requirements) and 10.8 (Emergency Meal Services Requirements for Home-Delivered Meal Clients), as applicable, to Clients. Each meal provided shall provide a minimum of one-third (1/3) of the current Dietary Reference Intakes established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences for the elderly population, and follow the most recent Dietary Guidelines for Americans published by the United States Department of Health and Human Services and the United States Department of Agriculture ("USDA").
- 10.3.2 Subrecipient must serve a minimum of one (1) meal per day, five (5) or more days per week. Meals must be provided a minimum of 249 days per Fiscal Year. Subrecipient must obtain prior written approval from County in order to provide meals on a reduced frequency.
- 10.3.3 Subrecipient shall input a record of all Services delivered including the actual number of meals served per Client per day, Telephone Reassurance contact with Clients, Initial Assessments, Reassessments, and all other Client contacts in the Management Information System.
- 10.3.4 Subrecipient shall also enter into the Management Information System all information which the AAA requires (e.g. Nutrition Risk Score, Activities of Daily Living, Instrumental Activities of Daily Living, and demographic information) in order to meet its planning, coordination, evaluation and reporting requirements. This includes requests to complete missing mandatory fields in the Management Information System.
- 10.3.5 Each meal provided by Subrecipient shall comply with applicable provisions of State and/or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to Clients as well as satisfy all the requirements of Title 22 California Code of Regulations Section 7638.5 and safety standards as written in the current California Retail Food Code (California Health and Safety Code Section 113700 et seq.).

- 10.3.6 Subrecipient shall not deny the serving of a meal to a Client who has failed to make a reservation when food is available.
- 10.3.7 Where feasible and appropriate, Subrecipient must make arrangements for the availability of a minimum of three (3) meals per fiscal year to Clients during a major disaster, as defined in Title 42 United States Code Section 5122(2).
- 10.3.8 Subrecipient shall prepare a menu of the meals to be served at each Congregate Meal site. Subrecipient shall ensure that its menus:
  - 10.3.8.1 Conform to the menu planning and nutrition standards of AAA and CDA. Subrecipient shall review, utilize, and adhere to Menu Writing Specifications and Requirements as revised annually by AAA and/or CDA.
  - 10.3.8.2 Are approved by DASS Program subrecipient's registered dietitian prior to submission for certification by DASS Program subrecipient's lead registered dietitian and County. Menus must be certified once per Fiscal Year.
  - 10.3.8.3 Are planned for a minimum of five (5) weeks.
  - 10.3.8.4 Are posted weekly in the kitchen at each Congregate Meal site.
  - 10.3.8.5 Are posted monthly at each Congregate Meal site dining room in a location easily seen by Clients.
  - 10.3.8.6 Are legible and easy to read in English and the language of the majority of the Clients.
  - 10.3.8.7 Reflect cultural and ethnic dietary needs of Clients, when feasible and appropriate.
  - 10.3.8.8 Participate and comply with the meal analysis conducted by DASS Program subrecipient's registered dietitian.
  - 10.3.8.9 Adhere to a low sodium diet with a target of 500mg to 750mg sodium per meal.
  - 10.3.8.10 Food substitutions to meals originally planned must meet the requirements of this section and be approved by DASS Program subrecipient's registered dietitian.

- 10.3.9 To the maximum extent practicable, each meal may be adjusted to meet any special dietary needs of Clients. Special dietary menu variations must be reviewed by DASS Program subrecipient's registered dietitian and approved by CSS.
- 10.3.10 Subrecipient shall promote the use of locally grown foods in meal programs and identifies potential partnerships and contracts with local producers and providers of locally grown foods.

#### **10.4 Providing Services at ENP Meal Sites and Routes**

- 10.4.1 Subrecipient shall provide Program Services for each Congregate Meal site that is indicated in Attachment H (Site Summary for Title III C-1 Program Services) as well as Exhibit X1 (Mandated Program Services for Title III C-1 Program) of Appendix A (Sample Subaward) and each Home-Delivered Meal route that is indicated in Attachment I (Route Summary for Title III C-2 Program Services) as well as Exhibit X2 (Mandated Program Services for Title III C-2 Program) of Appendix A (Sample Subaward).
- 10.4.2 Subrecipient shall complete Attachment H (Site Summary for Title III C-1 Program Services) for the Congregate Meal Program and shall adhere to the requirements outlined in Attachment J (Guidelines for Developing Site Summary for Title III C-1 Program Services). when completing this Attachment , Subrecipient shall submit these Attachments to County's Program Manager in the time and manner as indicated in Subparagraph.
- 10.4.3 Subrecipient shall complete Attachment I (Route Summary for Title III C-2 Program Services) for the Home-Delivered Meal Program and shall adhere to the requirements outlined in Attachment K (Guidelines for Developing Route Summary for Title III C-2 Program Services) when completing this Attachment. Subrecipient shall submit these Attachments to County's Program Manager in the time and manner as indicated in Subparagraph [→ edit out the break in sentence; right now could suggest two incomplete tasks]

#### **10.5 Congregate Meal Services Requirements**

##### **10.5.1 Congregate Meal Services**

- 10.5.1.1 Congregate Meal Services include the procurement, preparation, transportation, and serving of nutritious meals to Older Individuals,

sixty (60) years of age or older, in a group setting at strategically located sites, or those who meet the criteria identified in Subsection 1.4.2 (Eligibility for Congregate Meal Services). These Services are intended to reduce hunger and food insecurity, to maintain or improve the physical and social well-being of Older Individuals, and to promote the health and well-being of Older Individuals by assisting them to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

10.5.1.2 Congregate Meal Services include the following Service categories:

10.5.1.2.1 American Meals

10.5.1.2.2 Ethnic Meals

## **10.5.2 Client Assessment for Congregate Meal Services**

### **10.5.2.1 Congregate Meal Initial Assessment Requirements of Potential Client**

10.5.2.1.1 Subrecipient shall complete an Initial Assessment to determine potential Client's eligibility either two (2) weeks before or two (2) weeks after potential Client's Congregate Meal Services first begin by using Attachment B (County of Los Angeles Area Agency on Aging Universal Intake Form) as provided annually by County. Subrecipient shall complete the following information on the Universal Intake Form for the potential Client:

10.5.2.1.1.1 Name

10.5.2.1.1.2 Address

10.5.2.1.1.3 Date of Birth

10.5.2.1.1.4 Gender

10.5.2.1.1.5 Veteran Status

- 10.5.2.1.1.6 Race/Ethnicity
  - 10.5.2.1.1.7 Relationship Status
  - 10.5.2.1.1.8 Type of Residence  
(house, apartment, etc.)
  - 10.5.2.1.1.9 Living Arrangement  
(alone/not alone)
  - 10.5.2.1.1.10 Rural
  - 10.5.2.1.1.11 Designation/  
Unincorporated City
  - 10.5.2.1.1.12 Receive In-Home  
Supportive Services
  - 10.5.2.1.1.13 Income Status (which  
shall be identified as at,  
above, or below the  
Administration on Aging  
("AoA") Federal Poverty  
Guidelines)
  - 10.5.2.1.1.14 Primary Language  
Spoken
  - 10.5.2.1.1.15 Nutritional Risk Score  
(utilizing the Nutrition  
Screening Initiative  
Checklist)
  - 10.5.2.1.1.16 Activities of Daily  
Living/Instrumental  
Activities of Daily Living
- 10.5.2.1.2 Subrecipient shall enter the Client's Initial Assessment data into the Management Information System within two (2) weeks of the initial contact with the client and prior to the date that the Client begins receiving ENP Services. The Initial Assessment will be considered incomplete if any of the data listed above is missing.



- 10.5.2.1.3 Subrecipient shall assign an employee to have the primary responsibility for Client data entry into Management Information System. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up employee must be designated to act on behalf of the primary Management Information System contact person in the event of his or her absence.
- 10.5.2.1.4 Subrecipient shall inform County of the name of the Subrecipient's Management Information System employee and back-up employee at the start of this Contract and within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access Management Information System.
- 10.5.2.1.5 Subrecipient is required to work with the DASS Program subrecipient identified in the AAA Provider List (as provided by AAA on an annual basis) to refer Clients that Subrecipient has assessed at a high nutrition risk score of six (6) or higher according to the National Screening Initiative Checklist (refer to Subsection 10.10 (Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient)).
- 10.5.2.1.6 Subrecipient must include a written record of each Client's Initial Assessment, any Reassessment (as described in Subsection 10.3.1.2), and any other updates in the Client's file.

- 10.5.2.1.7 Subrecipient shall assist Clients in taking advantage of benefits under other supportive services programs (e.g., Title 45 Code of Federal Regulations Section 1321.65(f)), and Subrecipient shall provide referral(s) to these programs as necessary.

#### **10.5.2.2 Congregate Meal Reassessment Requirements**

- 10.5.2.2.1 Subrecipient shall conduct a Reassessment by completing a new Attachment B (County of Los Angeles Area Agency on Aging Universal Intake Form) as described in Subsection 10.3.1.1. A Reassessment shall be performed annually for each Client and entered into the Management Information System during the first quarter (July 1st to September 30th) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year.
- 10.5.2.2.2 Subrecipient shall enter the Client's Reassessment data into the Management Information System within two (2) weeks of completing the Reassessment.

#### **10.5.2.3 Meal delivery to the Congregate Meal site requires that Subrecipient:**

- 10.5.2.3.1 Must ship hot food to Congregate Meal site(s) in insulated containers, heated containers, or heated trucks to maintain a temperature of one hundred forty degrees Fahrenheit (140°F) or above.
- 10.5.2.3.2 Must ship cold food to Congregate Meal site(s) in ice chests, insulated containers, or refrigerated trucks to maintain a temperature of forty-one degrees Fahrenheit (41°F) or below. Cold food shall not come in contact with ice.

- 10.5.2.3.3 Must ship frozen food to Congregate Meal site(s) in an ice chest with ice, ice blanket or blue ice to maintain a solid, frozen state. Ice cream shall be at or below temperatures of seven to ten degrees Fahrenheit (7° - 10°F).
- 10.5.2.3.4 May ship bread, whole fruits, cookies, cakes, and other non-potentially hazardous foods to Congregate Meal site(s) at room temperature.
- 10.5.2.3.5 Temperatures of all hot, cold, and frozen foods must be taken upon delivery to the Congregate Meal site, and annotated on a food delivery sheet as instructed in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.5.3 Meal Service requires that Subrecipient shall:

- 10.5.3.1 Maintain hot food hot, as described in Subsection 10.3.2.1, for a maximum of three (3) hours from the completion of cooking at the central kitchen to the completion of service at the Congregate Meal site.
- 10.5.3.2 Maintain hot food hot, as described in Subsection 10.3.2.1, for a maximum of two (2) hours at the Congregate Meal site.
- 10.5.3.3 Serve meals at a regularly scheduled time at each Congregate Meal site.
- 10.5.3.4 Follow the provisions of “Offer Versus Serve” as found in Title 7 Code of Federal Regulations Part 226.20(p).
- 10.5.3.5 Ensure each Congregate Meal site maintains a minimum participation of at least fifteen (15) Clients per day. Subrecipient may submit a written request to County for a waiver to deviate from this requirement.
- 10.5.3.6. Each meal shall be served in a Congregate Meal site facility that complies with the Americans with Disabilities Act (“ADA”) of 1990, as amended (Title 42 United States Code Section 12101 et seq.).

Each facility must have restrooms, lighting, and ventilation, which meet the requirements of California Health and Safety Code Section 113700, et seq. Equipment, including sturdy tables and chairs, shall be appropriate for Older Individuals. Tables should be arranged to assure ease of access and encourage socialization.

10.5.4 Subrecipient shall allow presence of Service Animals:

- 10.5.4.1 The ADA defines service animals as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work include: guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, etc. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.
- 10.5.4.2 ADA regulations stipulate that State and local governments, businesses, and nonprofit organizations that serve the public generally must allow service dogs to accompany people with disabilities in all areas of the facility where the public is normally allowed to go, such as: patient rooms in hospitals, hospital clinics, hospital cafeterias, hospital examination rooms, etc.
- 10.5.4.3 Subrecipient shall allow use of service animal at all Congregate Meal sites. Service animal must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the Client's disability prevents using these devices. In that case, Subrecipient may require that the Client must maintain control of the service animal through voice, signal, or other effective controls.
- 10.5.4.4 Subrecipient acknowledges that a Client with a disability cannot be asked to remove their service animal from the premises unless the service animal is out of control and the Client does not take effective action to control it or if the service animal is not housebroken. When there is a legitimate reason to ask that a service animal be removed, staff must offer the Client with the disability the

opportunity for Services without the service animal's presence.

10.5.4.5 Subrecipient acknowledges that Subrecipient's sites that sell or prepare food must allow service animals in public areas even if State or local health codes prohibit animals on the premises. This includes Congregate Meal sites. Subrecipient staff are not required to provide food or care for a service animal.

10.5.4.6 Subrecipient shall ensure that Clients with disabilities who use service animals will not be isolated from other Clients, treated less favorably than other Clients, or charged fees that are not charged to other Clients without service animals.

10.5.4.7 When it is not obvious what service a service animal provides, only two (2) limited questions may be asked:

10.5.4.7.1 Is the animal a service animal required because of a disability?

10.5.4.7.2 What work or task has the service animal been trained to perform?

10.5.4.8 Subrecipient staff shall not ask about a Client's disability, require medical documentation, require a special identification card or training documentation for a for a service animal, or ask that the service animal demonstrate its ability to perform any work or task.

10.5.5 Subrecipient shall ensure that Congregate Meal sites operating in Adult Day Programs and Elderly Housing Facilities meet the Eligibility Criteria specified in Subsection 1.4.2 (Eligibility for Congregate Meal Services) for Congregate Meal Services, and also meet the following criteria listed below:

10.5.5.1 Be open to the general public.

10.5.5.2 Not receive funds from another source (i.e., Medi-Cal, private payment fees in the form of a flat/bundled rate, etc.) for the cost of the same meal, equipment or Services.

## **10.6 Home-Delivered Meal Services Requirements**

## **10.6.1 Home–Delivered Meal Services**

10.6.1.1 Home-Delivered Meal Services include the procurement, preparation, service, and delivery of nutritious meals in home environments/settings to Older Individuals, sixty (60) years of age or older, who are homebound by reason of illness, disability or isolation, or those who meet the criteria identified in Subsection 1.4.3 (Eligibility for Home-Delivered Meal Services). Home-Delivered Meal Services are intended to reduce hunger and food insecurity, maintain and/or improve the physical and social well-being of homebound Older Individuals, and to make referrals for nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of these Individuals.

10.6.1.2 Home-Delivered Meal Services include the following Service categories:

10.6.1.2.1 Hot Meals

10.6.1.2.2 Frozen Meals

10.6.1.2.3 Telephone Reassurance Services

10.6.1.2.3.1 Home-Delivered Meal Services also include “Telephone Reassurance Services” (a component for Title III B Program Services), which provide regular telephone contact and safety checks to reassure and support Home-Delivered Meal Services Clients (age sixty (60) or older) and any other Older Individual who is on a waiting list to receive Home-Delivered Meal Services. Telephone Reassurance Services include the following Service category:

10.6.1.2.3.1.1  
Telep  
hone  
Calls

## **10.7.1 Client Assessment for Home-Delivered Meal Services**

### **10.7.1.1 Home-Delivered Meal Initial Assessment Requirements of Potential Client**

10.7.1.1.1 Subrecipient's initial determination of potential Client's eligibility for Home-Delivered Meal Services may be accomplished by telephone. Subrecipient shall complete a written Initial Assessment to determine potential Client's eligibility in the potential Client's home either two (2) weeks before or two (2) weeks after potential Client's Home-Delivered Meal Services first begin by using Attachment B (County of Los Angeles Area Agency on Aging Universal Intake Form) as provided annually by County. The Initial Assessment shall

include the type of meal appropriate for the potential Client in their living environment and Subrecipient shall check to see if the potential Client has a stove or microwave to heat or reheat meals. Subrecipient shall complete the following information on the Los Angeles County Area Agency on Aging Universal Intake Form for the potential Client:

10.7.1.1.1.1 Name

10.7.1.1.1.2 Address

10.7.1.1.1.3 Date of Birth

10.7.1.1.1.4 Gender

10.7.1.1.1.5 Veteran Status

10.7.1.1.1.6 Race/Ethnicity

10.7.1.1.1.7 Relationship Status

10.7.1.1.1.8 Type of Residence  
(house, apartment, etc.)

10.7.1.1.1.9 Living Arrangement  
(alone/not alone)

10.7.1.1.1.10 Rural  
Designation/Unincorporated City

10.7.1.1.1.11 Receive In-Home  
Supportive Services

10.7.1.1.1.12 Income Status (which  
shall be identified as at,  
above, or below the  
AoA Federal Poverty  
Guidelines)

10.7.1.1.1.13 Primary Language  
Spoken

10.7.1.1.1.14 Nutritional Risk Score  
(utilizing the Nutrition



Screening Initiative  
Checklist)

10.7.1.1.1.15 Activities of Daily  
Living/Instrumental  
Activities of Daily Living

- 10.7.1.1.2 Subrecipient shall enter the Client's Initial Assessment data into the Management Information System within two (2) weeks of the initial contact with the Client and prior to the date that the Client begins receiving ENP Services. The Initial Assessment will be considered incomplete if any of the data listed above is missing.
- 10.7.1.1.3 Subrecipient shall assign an employee to have the primary responsibility for Client data entry into Management Information System. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up employee must be designated to act on behalf of the primary Management Information System contact person in the event of his or her absence.
- 10.7.1.1.4 Subrecipient shall provide County the name of Subrecipient's Management Information System employee and back-up employee at the start of this Subaward and within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access Management Information System.
- 10.7.1.1.5 Subrecipient is required to complete Attachment C (Home-Delivered Meal

Program Priority of Service Screening Tool) for all Home-Delivered Meal Clients. Instructions for completing the form are provided in Attachment D (Home-Delivered Meal Program Priority of Service Screening Tool Instructions).

10.7.1.1.6 Home-Delivered Meal Clients shall also be assessed to determine their need for nutrition-related supportive services, and be referred as necessary.

10.7.1.1.7 Subrecipient is required to work with the DASS Program subrecipient identified in the AAA Provider List (as provided by AAA on an annual basis) to refer Home-Delivered Meal Clients that Subrecipient has assessed at a high nutrition risk score of six (6) or higher according to the National Screening Initiative Checklist (refer to Subsection 10.10 (Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient)).

10.7.1.1.8 Subrecipient shall implement criteria to assess the level of need for each eligible Home-Delivered Meal Service Client as outlined in Subsection 1.4.3 (Eligibility for Home-Delivered Meal Services), and in the appropriate section(s) of the most current edition of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

**10.7.1.2 Home-Delivered Meal Reassessment Requirements**

10.7.1.2.1 Subrecipient shall perform a Reassessment of a Client's needs a minimum of once every three (3) months (on a quarterly basis) during

the Fiscal Year. A minimum of one (1) Reassessment shall be entered into the Management Information System during the first quarter (July 1st to September 30th) of each Fiscal Year for all continuing Clients who will receive services that Fiscal Year.

10.7.1.2.2 Reassessments shall be conducted in the Client's home at least every other quarter.

10.7.1.2.3 Subrecipient may schedule Reassessments according to the Home-Delivered Meal routes which is assigned to Client (i.e., all Clients on a Home-Delivered Meal route are assigned to receive telephone and/or In-Home Reassessments at the same time). Subrecipient shall conduct Reassessments on the following schedule commencing three (3) months from when the Client first begins receiving Home-Delivered Meal Services:

10.7.1.2.3.1 Three (3) Month Reassessment:  
Telephone the Client to determine if the need for Home-Delivered Meal Services still exists.

10.7.1.2.3.2 Six (6) Month Reassessment:  
Conduct an In-Home visit to determine if the need for Home-Delivered Meal Services still exists. The visit may include an evaluation of the type of meal (i.e. hot and/or frozen) the Client receives. Also, ask the Client for the number of

Emergency Meals the Client has remaining.

10.7.1.2.3.3 Nine (9) Month Reassessment:  
Telephone the Client to determine if the need for Home-Delivered Meal Services still exists.

10.7.1.2.3.4 Twelve (12) Month Reassessment:  
Perform a Reassessment by completing a new Attachment B (County of Los Angeles Area Agency on Aging Universal Intake Form) as stated in Subsection 10.7.1.

10.7.1.2.3.4.1 This Reassessment shall be conducted in the Client's home.

10.7.1.2.3.4.2 Subrecipient shall enter Client's Reassessment into the Management Information System within two (2) weeks

of  
completing the  
Reassessment.

#### 10.7.1.2.3.4.3

Subrecipient shall thereafter conduct a quarterly update of Client's needs based on the three (3), six (6), nine (9) and twelve (12) month schedule.

### **10.7.1.3 Home-Delivered Meal Waiting List Reassessment Requirements**

10.7.1.3.1 Subrecipient shall conduct an in-home assessment for Clients who remain on the Home-Delivered Meal Waiting List on the third (3<sup>rd</sup>) and ninth (9<sup>th</sup>) month after the Initial Assessment (refer to Subsection 10.4.2).

10.7.1.3.2 If an Older Individual on the Home-Delivered Meal Waiting List has the greatest needs and the highest score on the Home-Delivered Meal Program Priority of Service Screening Tool, Subrecipient may, at its discretion, remove an existing Home-Delivered Meal Client from the Home-Delivered Meal Program that has a lower score in order to provide the

Home-Delivered Meal Service to an Older Individual with the greatest needs and the highest score.

10.7.1.3.3 The existing Client must be notified that he/she will be removed from the Program and will be placed on Home-Delivered Meal Waiting List if slots are needed for more seriously ill Older Individuals with higher scores.

10.7.1.3.4 Subrecipient shall make every effort to ensure that Home-Delivered Meal Clients that are removed from the Program are referred to and linked with other nutrition-related supportive services programs for Older Individuals.

## **10.7.2 Home-Delivered Meal Waiting List Requirements**

10.7.2.1 Subrecipient must establish and maintain a monthly Home-Delivered Meal Waiting List in the Management Information System when it is unable to provide meals for all Clients who are waiting to receive Home-Delivered Meals.

10.7.2.2 A Client's position on the Home-Delivered Meal Waiting List shall be prioritized based on the Client meeting criteria for the greatest economic/social need, being at risk for institutional placement if meals are not provided, and/or in accordance with policy established by Subrecipient and approved by the DASS Program subrecipient's registered dietitian.

10.7.2.3 Subrecipient shall complete Attachment C (Home-Delivered Meal Program Priority of Service Screening Tool) for all Clients on the Home-Delivered Meal Waiting List.

10.7.2.4 The Home-Delivered Meal Program Priority of Service Screening Tool establishes a weight factor to determine priority placement on the Home-Delivered Meal Waiting List. Subrecipient shall give priority of Service to Clients with the greatest need and the highest overall score.

- 10.7.2.5 Subrecipient shall enter the name and demographic information of Clients placed on the Home-Delivered Meal Waiting List into the Management Information System.
- 10.7.2.6 Subrecipient shall provide a Telephone Reassurance call to Clients on the Home-Delivered Meal Waiting List each month to ascertain whether Services are still needed.
- 10.7.2.7 If Services are no longer needed due to enrollment in the Home-Delivered Meal Program; Subrecipient shall change the Client's status in the Management Information System from "waiting list" to "enrolled" and add an end date to the waiting list. If Services are no longer needed due to other factors such as the Client is no longer interested, etc., Subrecipient shall remove the Client's name from waiting list and enter an end date.
- 10.7.3 Each Home-Delivered Meal may consist of hot, cold, and/or frozen food.
- 10.7.4 Meal delivery to Home-Delivered Meal Clients requires that Subrecipient:
  - 10.7.4.1 Subrecipient shall obtain County permission in writing prior to providing Home-Delivered frozen Meals to Clients.
  - 10.7.4.2 Subrecipient shall set regular delivery schedules so meals will be delivered at a consistent time each day.
  - 10.7.4.3 Subrecipient must provide written instructions for handling and re-heating Home-Delivered Meals in the language of the majority of Clients being served Home-Delivered Meals.
  - 10.7.4.4 Must ship hot meals to Home-Delivered Meal Clients in insulated containers, heated containers, or heated truck to maintain a temperature of one hundred and forty degrees Fahrenheit (140°F) or above.
  - 10.7.4.5 Must ship cold food to Home-Delivered Meal Clients in ice chests, insulated containers, or refrigerated trucks to maintain a temperature of

forty-one degrees Fahrenheit (41°F) or below. Food should not come in contact with ice.

10.7.4.6 Must ship frozen meals to Home-Delivered Meal Clients in an ice chest with ice, ice blanket or blue ice to maintain a solid, frozen state. Ice cream shall be at or below temperatures of seven – ten degrees Fahrenheit (7° - 10°F).

10.7.4.7 May ship bread, whole fruits, cookies, cakes, and non-potentially hazardous foods to Home-Delivered Meal Clients at room temperature.

#### **10.7.5 Home-Delivered Hot Prepackaged Meals**

10.7.5.1 Home–Delivered hot prepackaged meals shall be delivered to Clients in a manner that maintains appropriate temperatures and that protects them from potential contamination from dust, insects, rodents, unclean equipment and utensils, and unnecessary handling.

10.7.5.2 Home-Delivered Meal routes must be completed in the shortest time possible to assure absence of contamination. Home-Delivered hot prepackaged meals must be delivered to Clients within three (3) hours after food has left the central kitchen.

10.7.5.3 Subrecipient, central kitchen, or caterer must utilize a batch production cooking schedule (producing the product in multiple loads/batches) if the same drivers deliver meals on two (2) routes on the same day. Hot food may not be held for more than three (3) total combined hours in the central kitchen and in the delivery vehicle before delivery.

#### **10.7.6 Home-Delivered Frozen Meals**

10.7.6.1 Subrecipient shall obtain County permission in writing prior to providing Home-Delivered Frozen Meals to Clients.

10.7.6.2 Subrecipient shall conduct an assessment on a Client's capability to receive a Home-Delivered Frozen Meal and ability to prepare a frozen meal prior to implementing Home-Delivered Frozen Meal service.



- 10.7.6.3 Frozen Home-Delivered Meals and any accompanying cold and room temperature items shall be delivered to Clients in a sanitary manner to assure absence of contamination and shall be packaged to assure temperature control.
- 10.7.6.4 Delivery of Frozen Home-Delivered Meals may extend beyond three (3) hours provided the frozen meals remain solidly frozen and do not rise above twenty-nine degrees Fahrenheit (29°), and any accompanying cold food must maintain a temperature of forty-one degrees Fahrenheit (41°F) or below.
- 10.7.6.5 Meals must remain frozen until the final delivery is complete. Temperature should be no higher than twenty-nine degrees Fahrenheit (29°F).

## **10.8 Emergency Meal Services Requirements for Home-Delivered Meal Clients**

- 10.8.1 Emergency Meal Services provide shelf stable meals to Clients (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These Services include provision of a minimum of three (3) shelf-stable meals to be used in the event of an emergency or natural disaster such as earthquakes, power outage, floods, or any disruption of regular meal service to ENP Clients who are receiving Home Delivered Meal Services.

### **10.8.2 Eligibility for Emergency Meal Services**

- 10.8.2.1 Individuals are eligible to become Clients and receive Emergency Meal Services when they meet the following criteria:
  - 10.8.2.1.1 A Home-Delivered Meal Client (age sixty (60) or older) who is frail and homebound by reason of illness, disability, or isolation.
- 10.8.3. Subrecipient shall have emergency shelf-stable meals available for use during a power outage or any disruption of regular service.
- 10.8.4 Subrecipient must be able to continue the provision of food to homebound Clients for a minimum of three (3) days per fiscal year in the event that their usual deliveries are disrupted.

- 10.8.5. Subrecipient may work with the vendor of its choice to develop the menu for Emergency Meals. This menu must be approved by DASS Program subrecipient's registered dietitian.
- 10.8.6 Each meal shall provide one-third (1/3) of the current Dietary Reference Intakes included in the current Dietary Guidelines for Americans. Meal components are detailed in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.8.7 All meals must have a minimum of a six (6) month shelf life from the date of purchase/issuance to the Client.
- 10.8.8 Subrecipient must provide Client with instructions on how and when to use and rotate the emergency food when meals are distributed to Client. Each Home-Delivered Meal Client must be informed of the purpose of the Emergency Meals. The Client or their designated representative must sign an acknowledgment form to indicate receipt of instructions .at the time of delivery. Subrecipient must maintain the acknowledgement form in the Client's files.
- 10.8.9 Emergency Meal distribution may occur during the Initial Assessment for new Home-Delivered Meal Clients or during the Reassessment for existing Home-Delivered Meal Clients.
- 10.8.10 Subrecipient must follow-up with all Home-Delivered Meal Clients during each in-home Reassessment to see if the Client still has Emergency Meals available. If the Client no longer has the Emergency Meals, this must be annotated, and Subrecipient may provide Client with an additional three (3) Emergency Meals contingent upon the availability of Subaward funding.

## **10.9 Telephone Reassurance Services Requirements**

- 10.9.1 Subrecipient shall use trained Volunteers or its employees to provide regular telephone contact and safety checks to reassure and support Clients who are homebound as specified herein:
- 10.9.2 Client must be either a Home-Delivered Meal recipient or on a Home-Delivered Meal Waiting List in Management Information System to receive a Home-Delivered Meal.
- 10.9.3 Telephone Reassurance Service shall be provided to all Clients receiving Home-Delivered meals (frozen or hot) and to all Clients who are on a Home-Delivered Meal Waiting List in Management Information System for a Home-Delivered meal.

### **10.9.4 Telephone Call Frequency**

- 10.9.4.1 At a minimum, Subrecipient must call Clients who receive Home-Delivered frozen meals one (1) day per week.
- 10.9.4.2 At the discretion of Subrecipient, Clients who receive Home-Delivered hot meals may be called one (1) day per week.
- 10.9.4.3 Subrecipient shall call Clients who are on a Home-Delivered Meal Waiting List in Management Information System to receive a Home-Delivered Meal one (1) day per month.
- 10.9.4.4 Subrecipient must establish and maintain a telephone log demonstrating the frequency of calls for hot, frozen, and wait-listed Home-Delivered Meal Clients by using Attachment A (Home-Delivered Meal Program Telephone Reassurance). Log).
- 10.9.4.5 Subrecipient shall speak with Clients receiving frozen and/or hot meals and Clients who are on a waiting list for a Home-Delivered Meal. Telephonic attempts or leaving voicemail messages does not qualify as Telephone Reassurance Services.

#### **10.10 Congregate and Home-Delivered Meals Quality Assurance Committee**

- 10.10.1 A Quality Assurance Committee shall be incorporated into both the Congregate and Home-Delivered Meal Programs for problem prevention and constant quality improvement to ensure that proper food preparation and meal service procedures are being followed; that the quality of the food is consistent; and that Client satisfaction is being measured. Corrective action shall be taken for any issues identified.
- 10.10.2 A Quality Assurance Committee shall be appointed by the Subrecipient's Project Manager and shall include: Project Manager, Site Manager(s), Home-Delivered Meal Coordinator, Food Service Manager or Caterer, Client representatives from the Congregate Meal site(s), and DASS Program subrecipient's registered dietitians. Clients will be recruited selected and organized by Subrecipient to provide input and advice on Services and Program policies.
- 10.10.3 Meetings shall be held at least once a month or more frequently, if desired. The Food Service Manager from the Caterer or central kitchen must attend the Quality Assurance meetings.

- 10.10.4 Minutes detailing each committee meeting shall be kept on file for one (1) year, and shall include: date, time, members in attendance, and a brief summary of the month's quality assurance meal evaluations and Congregate Sites Daily Meal Comments as detailed in Section QA-1 of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Focal point of the minutes shall be the resolution of problems related to quality food production and service. Problems shall be presented and solutions proposed, tested, and evaluated.
- 10.10.5 Records shall also be kept of individual quality assurance audits done by committee members.
- 10.10.6 Quality Assurance meetings can also be included to discuss: Congregate Meal site audits, Home-Delivered Meal route audits, Caterer audits, central kitchen audits, menu changes, suggested donations, and problems occurring at Congregate Meal sites.
- 10.10.7 Committee members or other assigned Clients shall conduct meal evaluations at Congregate Meal sites at least once every two (2) weeks or more frequently, if desired. Problem meals or those that are outstanding may warrant unplanned, on-the-spot evaluations by committee members. These evaluations, along with written comments provide important data for the problem-solving process.
- 10.10.8 Two (2) times per month, Home-Delivered Meal route drivers shall complete a simple written quality assurance evaluation while recording temperatures. The quality assurance evaluation shall be completed using a quality assurance evaluation form as provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. This evaluation is to monitor the quality of the meal and to ensure that temperatures are within the required safety standards. Each time, the driver shall be assigned a different day to conduct the temperature monitor and evaluation so that all Home-Delivered Meal routes and meals are tested. An extra meal shall be included on this route and shall be evaluated after the last participant has received a meal.

#### **10.11 Meal and Quality Assurance Evaluations**

- 10.11.1 Congregate Meals shall be evaluated daily as part of quality assurance.
- 10.11.2 The Site Manager shall sample each meal and poll Clients every day to judge meal satisfaction.

- 10.11.3 On a daily basis, the Site Manager will fill out the Congregate Sites Daily Meal Comments form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.11.4 At a minimum of four (4) times per month, the Site Manager shall assign a Client(s) to complete a Quality Assurance Evaluation form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Subrecipient shall provide these completed forms to the Quality Assurance Committee Meeting for review.
- 10.11.5 Daily Client meal evaluations shall be made available for Clients at each Congregate Meal site. Clients will use these forms to communicate positive and negative comments regarding meal quality. These forms will be reviewed monthly at the Quality Assurance Committee meeting.
- 10.11.6 On a weekly basis, the Home-Delivered Meal Coordinator shall sample a hot Home-Delivered Meal once each week and complete the Hot Home-Delivered Meal Daily Meal Comments form, which is provided in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.11.7 The Home-Delivered Meal Coordinator shall assign a driver to complete a quality assurance meal evaluation a minimum of once per month. Subrecipient shall provide these completed forms to the Quality Assurance Committee Meeting for review.
- 10.11.8 Subrecipient shall ensure that Integrated Pest Management (“IPM”) practices are implemented to provide a pest free environment. IPM practices include but are not limited to:
  - 10.11.8.1 Keep garbage tightly covered and remove from kitchen and dining area quickly and properly.
  - 10.11.8.2 Properly store all food and supplies.
  - 10.11.8.3 Check all food and supplies entering the building
  - 10.11.8.4 Eliminate plumbing leaks and correct other sources of moisture.
  - 10.11.8.5 Increase ventilation where condensation is a problem.
  - 10.11.8.6 Seal cracks and other openings to the outside.

- 10.11.8.7 Remove trash and stored items outside of the building such as, stacks of lumber or firewood that provide hiding places for cockroaches and rodents.
- 10.11.8.8 Vacuum cracks and crevices to remove food and debris.
- 10.11.8.9 Ensure that surfaces where food or beverages have been spilled are cleaned up immediately.
- 10.11.8.10 Keep cleaning equipment (e.g., mops, sponges, cloths) dry and properly stored.
- 10.11.8.11 Keep toilets and restrooms cleaned and sanitized.
- 10.11.8.12 Keep break areas clean and store personal food in closed containers.
- 10.11.8.13 Report building maintenance issues such as holes in walls, torn window screens, or openings in door jams to management/Project Manager for repair.
- 10.11.8.14 Use traps and baits to monitor the pest population.
- 10.11.8.15 When pests are discovered, Subrecipient shall ensure that the Congregate Meal site, catering site or central kitchen is fumigated upon notification of the sighting to eliminate the pests and shall begin weekly IPM pest control activities. In doing so, Subrecipient shall ensure that:
  - 10.11.8.15.1 Project Manager or his/her designee will contact the Congregate Meal site catering site or central kitchen staff (park supervisor, Center Director, site manager, etc.) and request that a certified/licensed pest control company be contacted to fumigate the site. Subrecipient shall work with the certified/licensed pest control company to determine the best method to use for each Congregate Meal site, catering site or central kitchen based upon the products/chemicals used and severity of the infestation.
  - 10.11.8.15.2 Project Manager or his/her designee shall notify County's Compliance

Manager and Program Analyst, and shall also notify the Congregate Meal site, catering site, or central kitchen site's designated DASS Program subrecipient's registered dietitian of the pest sighting.

- 10.11.8.15.3 The Congregate Meal site kitchen, catering site kitchen, or central kitchen site kitchen will be immediately closed and pre-packaged meals will be served to all Clients until the site has been fumigated, cleaned, sanitized, and inspected by DASS Program subrecipient's registered dietitian and cleared to resume regular Congregate Meal Services.
- 10.11.8.15.4 Subrecipient shall be responsible for ensuring that IPM weekly pest control activities are conducted at sites where pests have been observed until the site has been re-inspected, and cleared by DASS Program subrecipient's registered dietitian to resume regular meal service. Weekly IPM pest control activities are to be completed on Fridays after meal service, or Saturdays to ensure that regular meal services resume on Monday with no disruption in meal services.
- 10.11.8.15.5 If no pests are found during the re-inspection by DASS Program subrecipient's registered dietitian and all repairs/conditions have been met to resume regular meal service at the Congregate Meal site, catering site, or central kitchen, Subrecipient may request a waiver to resume monthly fumigation and pest control services. However, if pests are observed at the Congregate Meal, catering, or central kitchen site at any time for a period of three (3) months

or ninety (90) days after the re-inspection, Subrecipient shall resume weekly IPM pest control activities for a period three (3) months or ninety (90) days after the site has had a second re-inspection and clearance to resume regular meal service.

10.11.8.15.6 If pests are observed by DASS Program subrecipient's registered dietitian during the re-inspection, and/or requested repairs have not been made, Subrecipient shall ensure that the site is re-fumigated and weekly IPM activities are conducted for a period of three (3) months or ninety (90) days after the Congregate Meal, catering or central kitchen site has had a second re-inspection and clearance by DASS Program subrecipient's registered dietitian to resume regular meal service. Subrecipient may ask for a waiver to resume monthly fumigation and pest control services after the ninety (90) day waiting period if there are no additional pest sightings and all other IPM activities have been met.

10.11.8.15.7 Congregate Meal, catering or central kitchen sites are considered to have severe infestations if they continue to have pest sightings after weekly IPM activities and two fumigations. Subrecipient shall ensure that these sites continue weekly IPM activities for a period of six (6) months or 180 days after the site has been re-inspected and cleared by DASS Program subrecipient's registered dietitian to resume regular meal service. Subrecipient may ask for a waiver to resume monthly fumigation and pest control services after the 180 waiting period if there are no additional pest sightings and all other IPM activities have been met.



10.11.8.15.8 Any Congregate Meal, catering, or central kitchen site that has pest control issues shall keep a Weekly Log of their pest control activities using the IPM approach until a waiver to resume monthly fumigation and pest control services is granted.

10.11.8.15.9 Subrecipient shall adhere to regulations/instructions in the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. Subrecipient shall keep written Pest Control Reports and weekly pest control activity logs on file and made available for review by County and DASS Program subrecipient.

10.11.8.15.10 Points will be deducted by the DASS Program subrecipient's registered dietitian on their monthly site audit report, whether or not the registered dietitian is present, if pests are observed in the following locations:

10.11.8.15.10.1 Food preparation

10.11.8.15.10.2 Food storage

10.11.8.15.10.3 Ware washing areas

10.11.8.15.10.4 Indoor Client dining areas

10.11.8.15.10.5 Restrooms

10.11.8.15.10.6 Any area adjacent to the above cited locations that would compromise the food preparation and/or storage facility

10.11.8.15.11 Subrecipient shall observe all applicable local, State, and Federal health and safety standards. Subrecipient shall ensure that all Program Clients and Subrecipient employees and Volunteers in a position not covered under the

Occupational Health and Safety Act of 1970, as amended (Title 29 United States Code Section 651 et seq.), and/or the California Occupational Safety and Health Act as amended (California Labor Code Section 6300 et. Seq.), are not required or permitted to work, be trained or receive services under working conditions that are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

## **10.12 Nutrition Services Incentive Program**

10.12.1 The Nutrition Services Incentive Program (“NSIP”) provides additional funding to supplement the cost for food used in meals served under Section 311 of the OAA. The purpose of the NSIP is to provide incentives that encourage and reward effective performance by Subrecipient in the efficient delivery of nutritious meals to Clients. NSIP is administered by the AoA. NSIP reimbursement may be requested by Subrecipient for meals which:

- 10.12.1.1 Meet the dietary guidelines, as specified in Section 339 of the OAA (Title 42 United States Code Section 3030g-21).
- 10.12.1.2 Are served to Clients, as specified in Subsections 1.4.2 (Eligibility for Congregate Meal Services) and 1.4.3 (Eligibility for Home-Delivered Meal Services).
- 10.12.1.3 Are served to Volunteers of any age pursuant to Subsection 1.4.4 (Eligibility for Volunteer Meals).
- 10.12.1.4 All meals provided through the ENP that receive NSIP funds, whether prepared on-site, frozen, non-perishable (e.g. canned goods or pasta, products that do not spoil), boxed, or catered, must comply with the most recent DGAs and provide a minimum of one-third (1/3) of the DRIs, and meet the requirements outlined in Subsection 10.2 (General ENP Meal Requirements).
- 10.12.1.5 Follow the provisions of “Offer Versus Serve” as found in Title 7 Code of Federal Regulations Part 226.20(p). Congregate Meal Clients may be permitted to decline items due to preference or

medical reasons. NSIP funds are not affected when a Client declines menu items.

### **10.13 Mandatory Coordination with Dietary Administrative Support Services Program Subrecipient**

- 10.13.1 Subrecipient is required to work with County's Dietary Administrative Support Services ("DASS") Program subrecipient identified in the AAA Provider List (as provided by the AAA on an annual basis). DASS Program subrecipient provides the following services: oversight of ENP by DASS Program subrecipient's registered dietitians; nutrition education for Congregate and Home-Delivered Meal Clients; nutrition counseling for Clients with high Nutrition Risk Scores; quality assurance reviews; monitoring of Congregate Meal sites and Home-Delivered Meal routes; in-service training for food service staff and Volunteers; menu analysis; and, technical assistance in areas such as menu development, Caterer selection, purchasing and problem-solving.
- 10.13.2 Subrecipient shall provide DASS Program subrecipient with the number of Nutrition Education materials needed for distribution to Home-Delivered Meal Clients during the Fiscal Year.
- 10.13.3 Subrecipient is required to make Client referrals for Nutrition Counseling, either in person, by fax, phone or email, to DASS Program subrecipient for all Clients who are diabetic or score six (6) and above on the Nutrition Risk Score.
- 10.13.4 Subrecipient's ENP Services will be monitored by DASS Program subrecipient on a monthly basis. Subrecipient shall correct any problems noted in DASS Subrecipient's Monitoring Reports provided to Subrecipient each month. Subrecipient shall have fifteen (15) days from the receipt of the Monitoring Report to respond in writing to DASS Program subrecipient and County in writing with an action plan to correct the problem.
- 10.13.5 Subrecipient must work with DASS Program subrecipient's registered dietitians to develop menus for ENP. All menus must be reviewed, certified, and approved by DASS Program subrecipient. DASS Program subrecipient and Subrecipient will include input from food production staff, Caterer(s) and Subrecipient's Quality Assurance Committee as described in Subsection 10.7 (Congregate and Home-Delivered Meals Quality Assurance Committee).
- 10.13.6 Subrecipient's project menus meeting Dietary Guidelines requirements (Section 339 of the OAA (Title 42 United States

Code Section 3030g-21)) must be reviewed, approved and certified by DASS Program subrecipient's registered dietitians and approved by County.

#### **10.14 — Mandatory Coordination with Disease Prevention and Health Promotion Program Subrecipient**

- 10.14.1 Subrecipient is required to make referrals, as needed, either in person, by fax, phone or email, to Disease Prevention and Health Promotion ("DPHP") Program subrecipient (identified in the AAA Annual Nutrition Program Provider list) for Clients who would benefit from disease prevention and health promotion programs.
- 10.14.2 Subrecipient may plan and schedule appropriate Health Promotion Clinics at Congregate Meal sites which are selected with input from Subrecipient's Quality Assurance Committee and coordinated with the DPHP Program subrecipient.

#### **10.15 Central Kitchen/Caterer**

- 10.15.1 In order to provide meals prepared pursuant to the requirements outlined in this Appendix, Subrecipient must utilize a central kitchen or Caterer for the preparation of meals. In either case, Subrecipient shall adhere to the guidelines outlined herein as it relates to the use of a central kitchen and/or Caterer.
- 10.15.2 Subrecipient shall employ a Project Manager, Food Service Manager or a Caterer, and Site Manager who are certified Food Protection Managers by the Los Angeles County Department of Public Health. There must be a certified Food Protection Manager in-charge at each central kitchen and at each Congregate Meal site. The Project Manager and Food Service Manager/Caterer must obtain Hazard Analysis and Critical Control Points ("HACCP") Program Training within six (6) months of hire.
- 10.15.3 Throughout the entirety of Appendix A (Sample Subaward) term, Subrecipient shall ensure that Caterer's staff who prepare and/or serve food shall possess a current Food Handler Certification Card issued by the State of California.
- 10.15.4 Subrecipient shall ensure that the requirements of HACCP and quality assurance programs are enforced at all central kitchens and Congregate Meal sites, and that Caterer(s) maintains and utilizes operational HACCP and quality assurance programs.
- 10.15.5 Subrecipient shall adhere to the Program requirements outlined in Title 22 California Code of Regulations Sections 7630-7638.13 and in the most current edition of the Los Angeles County Area

Agency on Aging Foodservice Standard Operating Procedures manual.

- 10.15.6 Subrecipient shall ensure that a pest control operator inspect the facility on a monthly basis. Subrecipient shall implement an integrated pest management program that provides procedures to prevent and to get rid of pests. These procedures shall include those performed both by central kitchen/catering staff and by the pest control operator. Pest Control Reports shall be kept on file and made available for review by County and DASS Program subrecipient's registered dietitians.

#### **10.16 Selection of Caterer**

- 10.16.1 When Subrecipient elects to use the services of a Caterer to prepare/supply ENP Congregate and Home-Delivered Meals, Subrecipient shall procure that Caterer from a pool of caterers who are on the AAA Approved Caterer List. Such caterers have been inspected and certified by DASS Program subrecipient and have been approved by County. The AAA Approved Caterer List shall be provided by County on an annual basis.
- 10.16.2 Pursuant to Title 22 California Code of Regulations Sections 7352 – 7364, Subrecipient shall procure Caterer through a competitive solicitation process. Subrecipient shall release a solicitation which can only be responded to by those caterers who are on the AAA Approved Caterer List. After evaluation of all bids/proposals and upon selection of the successful Caterer, Subrecipient shall enter into a Lower Tier Subaward with the successful Caterer.
- 10.16.3 In accordance with Subparagraph 8.40 (Lower Tier Subaward) of Appendix A (Sample Subaward), Subrecipient must obtain approval from County prior to entering into the Lower Tier Subaward.

#### **10.17 Health and Fire Inspections**

- 10.17.1 Subrecipient's Congregate Meal sites, central kitchens and Caterer shall be inspected annually by the County of Los Angeles Department of Health Services ("DHS"). Subrecipient must maintain a grade of "B" or better from DHS based on the inspections conducted by DHS for food services. Subrecipient shall work with DASS Program subrecipient to seek assistance in correcting any violations in accordance with the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual. In accordance with Subparagraph 9.22.3 (Subaward Compliance Documents) of Appendix A (Sample

Subaward), Subrecipient must submit to County annual inspection reports from DHS for each Congregate Meal site, central kitchen and/or Caterer.

- 10.17.2 Subrecipient's Congregate Meal sites and central kitchens shall be inspected annually by the Los Angeles County Fire Department or Subrecipient's local fire department. In accordance with Subparagraph 9.22.3 (Subaward Compliance Documents) of Appendix A (Sample Subaward), Subrecipient must submit to County annual inspection reports from either the Los Angeles County Fire Department or Subrecipient's local fire department for each Congregate Meal site and central kitchen.

#### **10.18 Licenses and Certifications for ENP Services**

- 10.18.1 Subrecipient shall obtain and maintain, all appropriate licenses, permits and certificates required by all applicable County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of ENP Services.
- 10.18.2 Prior to the execution of this Subaward, and, in cases of new staff or staff with updated licenses, permits or certifications, Subrecipient shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to County's Program Manager listed in Exhibit E (County's Administration) of Appendix A (Sample Subaward).
- 10.18.3 If Subrecipient operates a central kitchen and/or engages the services of Caterer, Subrecipient must maintain current proof of the following:
  - 10.18.3.1 Public health permit and/or business license.
  - 10.18.3.2 Health Department/DHS inspection report (which shall be current within the most recent twelve (12) month period) for each central kitchen and/or Congregate Meal site.
  - 10.18.3.3 Fire Department inspection report ((which shall be current within the most recent twelve (12) month period) for each central kitchen and/or Congregate Meal site).
  - 10.18.3.4 Hazard Analysis Critical Control Point Certificate and Food Protection Manager Certificate (ServSafe Certificate) for Food Service Manager.

- 10.18.3.5 Staff that prepare and/or serve food must possess a Food Handler's Certificate issued by the State of California.

## **10.19 Contributions and Fees for Cost of Meals**

- 10.19.1 Subrecipient shall develop and implement a method to enable Clients to voluntarily contribute to the cost of the Program (i.e., Client who receives a meal shall be given the opportunity to contribute to the cost of the meal).
- 10.19.2 Subrecipient shall ensure that Clients are not required to contribute to the Program when they are requesting Services. Subrecipient's solicitation of voluntary contributions shall not be coercive.
- 10.19.3 Subrecipient shall clearly inform Client that contributions are strictly voluntary and Subrecipient shall not pressure Client to contribute to the cost of the meal.
- 10.19.4 Subrecipient shall develop a suggested contribution with input from its Quality Assurance Committee. When developing this contribution amount, the income ranges of the Older Individuals in the community and Subrecipient's additional sources of income shall be considered.
- 10.19.5 A sign indicating the suggested contribution for Clients, and the guest fee (amount charged to non-seniors), shall be posted by Subrecipient near the contribution container at each Congregate Meal site. The sign shall also state, "Your donation is voluntary and is not a requirement to receive a meal if you are eligible for the Elderly Nutrition Program."
- 10.19.6 Volunteers and/or staff at the sign-in table must be trained on the donation policy emphasizing the confidential nature of the contributions.
- 10.19.7 Home-Delivered Meal agreements may have a suggested donation amount. The agreements shall not be coercive and shall state, "Your donation is voluntary and is not a requirement to receive a meal if you are eligible for the Elderly Nutrition Program."
- 10.19.8 Client shall not be denied Services because of his/her failure or inability to contribute to the cost of Services.
- 10.19.9 Subrecipient shall establish procedures for soliciting donations that provide Clients with a confidential method for making donations.

- 10.19.10 Subrecipient shall ensure that Client's decision to contribute as well as the amount of Client's contribution is kept private and confidential.

**10.19.11 Guest Fees**

- 10.19.11.1 All Guests (non-eligible Clients) under the age of sixty (60) shall pay for the full cost of a meal. The Guest fee shall be sufficient to cover all meal costs.

- 10.19.11.2 There is no provision for a Guest fee to be private.

- 10.19.11.3 Subrecipient shall serve meals to Guests only if sufficient food is available after Clients are served.

- 10.19.11.4 The following practices pertaining to voluntary contributions/donations and/or share of cost **are not allowed**:

- 10.19.11.4.1 Requests from Clients to assist in the share of cost to the Program.

- 10.19.11.4.2 Tracking donations by accounts receivable.

- 10.19.11.4.3 Tracking donations by individual Clients.

- 10.19.11.4.4 Employing tactics, in any way, that could be viewed as embarrassing and/or obligatory requests for donations.

- 10.19.11.4.5 Employing tactics such as allowing Volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.

- 10.19.11.4.6 At the time of the Initial Assessment, compelling an eligible individual to pledge a particular amount as an agreed upon donation.

- 10.19.11.4.7 Using coercion to solicit voluntary contributions.

- 10.19.11.4.8 A donation request should not resemble a billing statement or invoice.



- 10.19.11.4.9 Imposing a suggested contribution rate based on an individual's income.
- 10.19.11.4.10 Subrecipient shall not state in pamphlets or on websites that payment is required for ENP Services or state a monetary amount for ENP Services.
- 10.19.11.5 Subrecipient shall establish and adhere to written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Subrecipient's site.
- 10.19.11.6 Subrecipient shall separate collected contributions (donations/fees) from Subaward funding. All contributions shall be identified as Program Income and used to: increase the number of meals served, facilitate access to such meals, and to provide nutrition-related supportive services.
- 10.19.12 Contributions earned in excess of the amount(s) reported in the budget(s) (i.e., Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services) and/or Exhibit W3 (Budget for Title III B Program Services of Appendix A (Sample Subaward))) may be deferred for use in the first quarter of the next Fiscal Year and must be used to expand baseline Services. Such funds shall be recorded as Program Income.
- 10.19.13 All records of contributions, written procedures governing solicitation of funds, solicitation materials, or other contribution related records shall be held pursuant to record retention policies outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement) of Appendix A (Sample Subaward).

## **10.20 Emergency and Disaster Preparedness**

- 10.20.1 Notwithstanding Subrecipient's and County's contractual objective to provide Services to Clients, Subrecipient shall make Services available to any person impacted by a nationally or State-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency ("FEMA") or State Office of Emergency Services funds with which to reimburse Subrecipient for funds expended.
- 10.20.2 Subrecipient must have an emergency plan in place to ensure that there is no disruption in Services in the event of extraordinary

incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts of nature, or third-party negligence.

10.20.3 Subrecipient must have a written Emergency and Disaster Plan on file describing how Services will be maintained during and following the event of a disaster or emergency. Attachment E (Emergency and Disaster Plan Basic Requirements) details the minimum requirements of the plan.

10.20.3.1 The written plan must include the following sections:

10.20.3.2 Emergency and Disaster Plan Mission

10.20.3.3 Business Continuity Plan

10.20.3.4 Emergency Response Organization Chart

10.20.3.5 Roster of Critical Local Contacts

10.20.3.6 Communication Plan

10.20.3.7 The Emergency and Disaster Plan must be made available to employees, Volunteers and Lower Tier Subrecipients for reference before, during, and after the emergency or disaster. Subrecipient's key staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.

10.20.3.8 Annually, Subrecipient shall update the Emergency and Disaster Plan and submit it to County's Emergency Coordinator as indicated in Exhibit E (County's Administration) of Appendix A (Sample Subaward).

10.20.3.9 The Emergency and Disaster Plan shall be saved on an encrypted computer storage jump drive for easy access and transportability.

10.20.4 Subrecipient must maintain an updated hard copy registry of Clients with contact information for emergency and disaster purposes. Subrecipient shall use the registry to contact Clients to assess if Client is safe, needs a referral to an evacuation center or other assistance, and has a plan to stay in a safe and healthy environment.

- 10.20.5 Subrecipient must make arrangements for the availability of a minimum of three (3) meals to Clients during a major disaster, as defined in Title 42 United States Code Section 5122(2).
- 10.20.6 Subrecipient shall complete Attachment F (Site Emergency Resource Survey) on an annual basis to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.
- 10.20.7 Subrecipient shall complete and submit Attachment F (Site Emergency Resource Survey) annually on the last business day in September to County's Emergency Coordinator.
- 10.20.8 Subrecipient shall complete and submit Attachment F (Site Emergency Resource Survey) to County's Emergency Coordinator anytime there is a change in information.
- 10.20.9 Subrecipient shall develop and have on file a written Business Continuity Plan ("BCP") that describes how Subrecipient will reduce the adverse impact of any emergency event, as referenced in Subsection 10.17.3.1, to Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Subrecipient shall make the BCP available to its employees, Volunteers and Lower Tier Subrecipients for reference before, during, and after such emergency event disruption.
- 10.20.10 The BCP must include a system to track emergency expenditures and emphasize the following:
  - 10.20.10.1 Back-up systems for data
  - 10.20.10.2 Emergency service delivery options
  - 10.20.10.3 Community resources
  - 10.20.10.4 Transportation
- 10.20.11 Subrecipient shall:
  - 10.20.11.1 Designate an Emergency Coordinator to communicate with County's Emergency Coordinator or designee in the event of an emergency or disaster, and ensure that County's Emergency Coordinator or designee has current contact information for Subrecipient's Emergency Coordinator.

- 10.20.11.2 Coordinate emergency plans with respective City Emergency Plans and local Office of Emergency Services.
- 10.20.11.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.
- 10.20.11.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.
- 10.20.11.5 Maintain a current list of support agencies and services (in addition to AAA subrecipients) in local and neighboring communities to provide Information and Assistance for Clients, their families and representatives, and facility staff.
- 10.20.11.6 Maintain a current list of Subrecipient staff and Volunteers' telephone numbers, e-mail addresses, and emergency contact information.
- 10.20.11.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.
- 10.20.11.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.
- 10.20.11.9 Maintain a written escape plan and route for Clients receiving on-site services during an emergency or disaster. The written escape plan and route shall include a diagram that is visibly posted at the site. Facilities must have evacuation procedures to facilitate the safe evaluation of individuals to secure locations.
- 10.20.11.10 When necessary and practical, use existing cash reserves to temporarily cover emergency and disaster assistance costs for things such as additional food, supplies, extra Home-Delivered Meals, home clean-up and safety, emergency medications, transportation, and other immediate needs including:
  - 10.20.11.10.1 Assisting Older Individuals, disabled adults, and/or any other

persons seeking refuge by linking them with medical or emergency services, family, friends, and community-based programs such as the Red Cross or the appropriate government agency(ies) that can provide assistance.

10.20.11.10.2 Coordinating services for Older Individuals and disabled adults who may be bedbound, dependent upon dialysis, or have life-threatening, chronic illnesses that require immediate emergency intervention.

10.20.11.10.3 Relocating homebound, high risk Clients to a safe location, and coordinating and arranging emergency transportation to a predetermined location.

10.20.11.11 Additional Emergency and Disaster Preparedness Policies and Procedures for Home-Delivered Meal Program Services

10.20.11.12 The Emergency and Disaster Plan must follow the instructions the Emergency Planning Policies and Procedures section of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

10.20.11.13 Subrecipient shall develop a prearranged agreement with local food vendor(s) or community-based organization(s) to assist with the provision of food to homebound Clients for a minimum of three (3) days in the event that their usual meal deliveries are disrupted as stated in Subsection 10.17.5. Food items should include water, frozen meals and non-perishable goods.

10.20.11.14 Subrecipient shall have on file a written plan for continuity of Service following an emergency for a minimum duration of 72 hours or longer if Client needing Service is frail or high risk.

**10.21.1 Additional Emergency and Disaster Preparedness Policies and Procedures for Congregate Meal Program Services**

- 10.21.1.1 The Emergency and Disaster Plan must follow the instructions provided in the Emergency Planning Policies and Procedures section of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.
- 10.21.1.2 Subrecipient shall develop a prearranged agreement with local food vendor(s) or community-based organization(s) to assist with the provision of food on site in the event of disruption to the usual meal service.
- 10.21.1.3 Subrecipient shall develop a written escape plan and route diagram for Clients receiving Congregate Meals. The written escape plan and route diagram shall be visible and posted at the meal site.
- 10.21.1.4 Subrecipient's Congregate Meal site(s) must have evacuation procedures to facilitate the safe evacuation of Clients to secure locations.
- 10.21.1.5 Subrecipient shall develop a plan to feed 200 people per day for at least three (3) days if the Congregate Meal site is designated as a Disaster Site. Food items should include water, frozen meals and non-perishable goods. Instructions are provided in the Emergency Planning Policies and Procedures section of the Los Angeles County Area Agency on Aging Foodservice Standard Operating Procedures manual.

**10.21.2 Communication Procedures with the Area Agency on Aging**

- 10.21.2.1 Subrecipient must provide a status update to County's Emergency Coordinator or designee in the event of an emergency or disaster. The standard communication procedures during and after an emergency or disaster are as follows:
  - 10.21.2.1.1 County's Emergency Coordinator will provide information to Subrecipient and request feedback regarding the impact of the emergency or disaster on Clients, Program operations,

facilities, and where feasible, the impact on Older Individuals, their family caregivers, individuals with disabilities, and any unmet needs in Los Angeles County (via text message, email, telephone, or any other method that is available).

10.21.2.1.2 Subrecipient will provide information to County's Emergency Coordinator regarding the impact of the emergency or disaster and any unmet needs resulting from the event as soon as possible (via text message, email, telephone, or any other method that is available).

10.21.2.1.3 Information received by County's Emergency Coordinator will be compiled into a report that will be submitted to the Los Angeles County Board of Supervisors and CDA Disaster Preparedness Coordinator.

## **10.22 Community Outreach**

- 10.22.1 Subrecipient shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on what Services may be available to potential Clients. Subrecipient shall also market the Services to all ethnic groups in each Supervisorial District in which the Services are being provided by Subrecipient. All materials must be presented in a culturally sensitive manner by Subrecipient.
- 10.22.2 Subrecipient shall ensure that information and assistance on Services are provided to all populations including, but not limited to, homeless, veterans and Lesbian-Gay-Bisexual-Transgender individuals.

## **10.23 Customer Satisfaction Surveys**

- 10.23.1 Subrecipient shall conduct ongoing Customer Satisfaction Surveys with Clients and retain a copy of all surveys on file and accessible to County for review. The results of the surveys will be used by Subrecipient to make quality improvements in

Services provided to all Clients. Subrecipient may be asked by County to comply with and develop other outcome measures.

- 10.23.2 Subrecipient shall disseminate the Customer Satisfaction Surveys to all Clients who receive Congregate and/or Home-Delivered Meals.
- 10.23.3 Subrecipient shall collect all Customer Satisfaction Survey responses, tally them during the closeout period, and submit forms to DASS Program subrecipient annually or as specified by County.

#### **10.24 Multipurpose Senior Centers**

- 10.24.1 If Subrecipient operates a Multipurpose Senior Center as defined under Title 42 United States Code Section 3002(36), Subrecipient must adhere to all applicable County, State and Federal guidelines and regulations, including, but not limited to, Title 22 California Code of Regulations Sections 7550 – 7562.
- 10.24.2 If Subrecipient operates a Multipurpose Senior Center, Subrecipient shall comply with the provisions contained in the following acts:
  - 10.24.2.1 Copeland "Anti-Kickback" Act (Title 18 United States Code Section 874) (Title 29 Code of Federal Regulations Part 3)
  - 10.24.2.2 Davis-Bacon Act (Title 40 United States Code Sections 3141-3142) (Title 29 Code of Federal Regulations Part 5)
  - 10.24.2.3 Contract Work Hours and Safety Standard Act (Title 40 United States Code Sections 327-332) (Title 29 Code of Federal Regulations Part 5)
  - 10.24.2.4 Executive Order 11246 of September 14, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 as supplemented in the Department of Labor Regulations (Title 41 Code of Federal Regulations Part 60).
- 10.24.3 Subrecipient acknowledges that when an existing facility has been altered using Subaward Sums and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:



- 10.24.3.1 Not less than three (3) years from the date when this Subaward terminates or expires where the Subaward Sums, including the non-federal share, do not exceed thirty thousand dollars (\$30,000).
- 10.24.3.2 If the Subaward Sums exceed thirty thousand (\$30,000), the fixed period of time shall not be less than three (3) years from the date when Appendix A (Sample Subaward) terminates or expires, and increased one (1) year for each additional ten thousand dollars (\$10,000), or part thereof, to a maximum adjustment factor of seventy-five thousand dollars (\$75,000).
- 10.24.3.3 If the Subaward Sums exceed seventy-five thousand dollars (\$75,000), the fixed period of time shall not be less than ten (10) years from the date when Appendix A (Sample Subaward) expires or terminates.

## **10.25 Collaborations**

- 10.25.1 Subrecipient must form collaborations with County and City of Los Angeles subrecipients providing Services funded through the OAA, including other Program subrecipients and other community organizations in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Subrecipient is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, Subrecipient must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 10.25.2 Subrecipient shall develop linkages with other community-based long-term care service providers, particularly those that see Clients at home.
- 10.25.3 Subrecipient shall establish procedures to protect all Client information consistent with the terms of this Subaward, any amendments thereto and all applicable laws, and shall not disclose Client information without written consent from County and Client.

## **11 GREEN INITIATIVES**

- 11.1 Subrecipient shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Subrecipient shall not use expanded polystyrene (Styrofoam) food and beverage containers in the delivery of food service for both Congregate and Home-Delivered Meals.
- 11.3 Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution and hazards to worker and community safety to the greatest extent practicable.
- 11.4 Subrecipient shall purchase, to the extent possible, reusable and durable goods, biodegradable single-use products, products that include recycled content, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 11.5 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.
- 11.6 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products (i.e., for janitorial use) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the United States Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.
- 11.7 Subrecipient shall notify County’s Program Manager of Subrecipient’s new green initiatives prior to the commencement of this Subaward.

## **12 PERFORMANCE REQUIREMENTS SUMMARY**

- 12.1 All listings of requirements reflected in Attachment G (Performance Requirements Summary Chart) are intended to be completely consistent with this Subaward and this Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in this Subaward and this Statement of Work. In any case of apparent inconsistency between Services as stated in this Subaward, this Statement of Work, and the Performance Requirements Summary Chart, the meaning apparent in this Subaward and this Statement of Work will prevail. If after requested to review by Subrecipient, County determines any Services seems to be created in the Performance Requirements Summary Chart which is not clearly and forthrightly set forth in this Subaward and this Statement of Work then that apparent Service will be null and void and place no requirement on Subrecipient.

